

Exhibit 4, P. 2

listed, described or referenced on Exhibit 1.1C annexed hereto (unless such agreements, arrangements, commitments or understandings were disapproved by Buyer in writing on or before the Closing Date, as contemplated by Exhibit 1.1C attached hereto);

(d) All real property, including, without limitation, land, improvements, fixtures, buildings, easements, appurtenances and agreements or arrangements of lease or other tenancies or rights of occupancy or use with respect to real property or interests therein and rights-of-way and all similar properties owned by Seller in connection with the Station, which are described or referenced on Exhibit 1.1D annexed hereto;

(e) All inventories (including, without limitation, inventories of materials, supplies, and replacement parts and tapes, recorded programs and commercials and Seller's library of records, tapes and recordings) maintained by Seller for, or in connection with, the operation of the Station on the Closing Date; and

(f) All books and records (or copies thereof) owned by Seller and relating to the Assets or to their maintenance or efficient operation or to the business of the Station, including, but not limited to, books of account, journals and ledgers, customer lists, vendor files, repair and maintenance records, files, correspondence, memoranda, blue prints, maps, plats, drawings, specifications and other similar writings and archives.

Notwithstanding the foregoing, the following assets, contract rights and properties shall be retained by Seller and not be sold or transferred to Buyer:

(a) Cash, bank balances, monies in possession of any banks or trust companies and similar cash items of Seller on hand on the Closing Date;

(b) Accounts receivable attributable to the Station and arising on or prior to the Closing Date;

(c) All real property owned by Seller which is not described or referenced on Exhibit 1.1D annexed hereto;

(d) All assets owned by Seller related to the operation or business of radio broadcast station KIOX-FM in El Campo, Texas (the "FM Station"), including the call letters "KIOX;"

244, 1. a

(e) All prepaid expenses, utility and other deposits accrued prior to the Closing Date;
and

(f) All books, records and documents of the Seller including, without limitation, Seller's minute books, corporate seal, treasury stock, the name "Landrum Enterprises, Inc." and similar items relating to the corporation or to the FM Station and not involving the Station or Assets to be transferred hereunder.

Seller does hereby bind it and its successors and assigns to forever WARRANT and DEFEND the title to the said properties and assets unto Buyer, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this Bill of Sale and Assignment is executed and delivered as of the ~~20~~²⁴ day of April, 1995.

LANDRUM ENTERPRISES, INC.

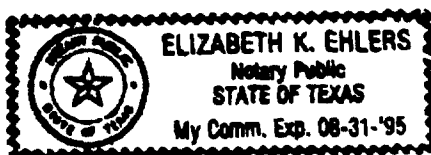
By: J. H. Landrum
J. H. Landrum
President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Landrum, as President of LANDRUM ENTERPRISES, INC., who being by me first duly sworn, declared that he/she signed the foregoing document in the capacity stated and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of April, 1995.



Elizabeth K. Ehlers
Notary Public

Exhibit I, Page 1

ASSUMPTION AGREEMENT

This Assumption Agreement (the "Agreement") is entered into by CHAMELEON RADIO CORPORATION, a Texas corporation ("Buyer"), as follows:

WITNESSETH:

WHEREAS, Buyer and LANDRUM ENTERPRISES, INC., a Texas corporation ("Seller"), have heretofore entered into an Agreement of Purchase and Sale of Assets dated as of March 10, 1995 (the "Purchase Agreement") providing for the sale by Seller and the purchase by Buyer of those certain assets, properties, rights and interests of Seller comprising radio station KIOX-AM in Bay City, Texas and as described in Section 1.1 of the Purchase Agreement, and for the assumption by Buyer of certain obligations and liabilities of Seller as described in Section 1.4 of the Purchase Agreement;

WHEREAS, for the purpose of providing for such assumption of certain obligations and liabilities of Seller, Buyer has duly authorized the execution and delivery of this Assumption Agreement.

NOW, THEREFORE, Buyer, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees as follows:

1. **Assumption of Liabilities and Obligations.** Buyer hereby assumes, undertakes and agrees to pay, perform or discharge the liabilities and obligations of Seller which accrue after the Closing Date under (i) all rights, licenses, permits, authorizations and applications listed or referenced on Exhibit 1.1B annexed to the Purchase Agreement, (ii) all radio time and advertising agreements and all of those certain leases, contracts, licenses and other agreements, arrangements, commitments and understandings listed, described or referenced on Exhibit 1.1C annexed to the Purchase Agreement (unless such agreements, arrangements, commitments or understandings were

2x6 let 2, p. 2

disapproved by Buyer in writing on or before the Closing Date, as contemplated by Exhibit 1.1C to the Purchase Agreement), and (iii) any sales tax which may be payable with respect to the sale of the Assets pursuant to the Purchase Agreement.

2. No Other Liabilities Assumed. Except as expressly provided herein, Buyer expressly disclaims responsibility for and shall not assume nor be obligated to pay, perform or discharge, and Seller shall pay, perform and discharge any other debt, obligation, expense or liability of Seller arising out of or in connection with the Assets prior to the Closing Date.

3. Further Assurances. Each of the parties hereby agrees to take or cause to be taken such further action, to execute, deliver and file, or cause to be executed, delivered and filed, such further documents and instruments as may be necessary to effectuate fully the purposes, terms and conditions of this Agreement.

4. Governing Law. This Assumption Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

6. Counterparts. This Assumption Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument.

7. Miscellaneous.

a. This Assumption Agreement shall inure to the benefit of the payees and obligees of the debts and obligations that are assumed by Buyer pursuant hereto.

b. Nothing contained herein shall limit, diminish, increase or alter in any respect the representations, warranties, covenants or agreements made by Buyer and Seller pursuant to the Purchase Agreement.

Exhibit 5, P. 3

IN WITNESS WHEREOF, Buyer has caused this Assumption Agreement to be executed and delivered by an officer duly and validly authorized and empowered on the 20 day of April, 1995.

CHAMELEON RADIO CORPORATION

By: Name: Dan WebsterTitle: President



FCC/MELLON AUG 04 1995

1270 AM

Chameleon Radio Corporation

(713) 575-1270 Fax: (713) 564-8853

10865 Rockley Road Houston, TX 77089 P.O. Box 1235 Stafford, TX 77497

Houston's Unique Talk and International Language Station

August 1, 1995

Larry Eads, Chief
Audio Services Division
Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20554

Re: Request for extension of STA granted May 5, 1995

Mr. Eads:

Please consider this letter the formal request of Chameleon Radio Corporation, licensee of radio station KIOX (Bay City, Texas) for extension of the Special Temporary Authorization granted May 5, 1995, as modified May 12, 1995. Transmitted with this request for extension is FCC Form 301 which seeks to make the STA the permanent KIOX transmitter location.

The merits of the extension requested herein are dealt with under separate cover in response to your Letter of Inquiry (1800B3-KDY), the complete text of which is incorporated into the request by reference.

The applicant certifies that no party to the application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, U.S.C. Section 862.

Respectfully Submitted,

Don Werlinger, President

FCC MAIL SECTION

AUG 14 10 36 AM '95

DIST. BY

NM 96473
231

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

August 11, 1995

In Reply Refer To:
8910-WGB

VIA TELECOPIER AND CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. Don Werlinger,
President
Chameleon Radio Corporation
10865 Rockley Road
Houston, Texas 77099


In re: **KFCC(AM)** Bay City, Texas
(formerly KIOX(AM))
Request for extension of Special
Temporary Authority

Dear Mr. Werlinger:

On May 5, 1995, the Commission granted Chameleon Radio Corporation ("Chameleon") a special temporary authority ("STA") to operate station KFCC(AM) at variance from its licensed parameters at a site located in Harris County, Texas ("Harris County Site"). By Commission letter dated August 11, 1995, which was both faxed and mailed to your office, you were advised that your STA for operation at the Harris County Site had expired and that you were to cease operation immediately from that location. Vivky Scott, an employee of Chameleon Radio, acting on your instructions, faxed us a copy of your response to our July 25, 1995 letter and also a copy of your request for an extension of the STA with a FCC/Mellon date stamp of August 4, 1995. Thus, effective immediately, the STA for operation at the Harris County Site with the facilities authorized in our letter of May 12, 1995, is reinstated and extended pending further consideration of your response to our letter of July 25, 1995 and action on your request for extension of your STA.

We reiterate that it is necessary for you to serve copies of your response to the July 25, 1995 Commission letter and your August 4, 1995 STA request on James P. Riley, Esquire, Counsel for South Texas Broadcasting and John Joseph McVeigh, Esquire, Counsel for Tom S. Whitehead and furnish us with a certificate of service.

Sincerely,



Larry D. Eads, Chief
Audio Services Division
Mass Media Bureau

cc: James P. Riley, Esquire
Counsel for South Texas Broadcasting
John Joseph McVeigh, Esquire
Counsel for Tom S. Whitehead
CIB Houston



KFCC

1270 AM

Chameleon Radio Corporation

(713) 575-1270 Fax: (713) 564-8653

10865 Rockley Road Houston, TX 77099 P.O. Box 1235 Stafford, TX 77497

Houston's Unique Talk and International Language Station

MM 96-173

95 0815AA
RECEIVED

AUG 15 '95

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

August 7, 1995

William Caton, Acting Secretary
Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20554

RECEIVED

AUG 15 10 47 AM '95

AM INFORMATION

ARN

Re: Application of KFCC, Bay City, Texas (BP-950804AC)

Mr. Caton:

Transmitted herewith are an original and two (2) copies of an amendment to the above cited application by Chameleon Radio Corporation, licensee of Radio Station KFCC at Bay City, Texas.

Please accept the enclosed as an amendment to that application and note that a copy of the amendment as been made a part of the KFCC public inspection file.

Any questions regarding the amendment should be directed to me at the above address.

Respectfully submitted,


Don Werlinger, President



KFCC

1270 AM

Chameleon Radio Corporation

(713) 575-1270 Fax: (713) 564-8653

10865 Rockley Road Houston, TX 77099 P.O. Box 1235 Stafford, TX 77497

Houston's Unique Talk and International Language Station

August 7, 1995

William Caton, Acting Secretary
Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20554

Re: Application of KFCC, Bay City, Texas (BP-950804AC)

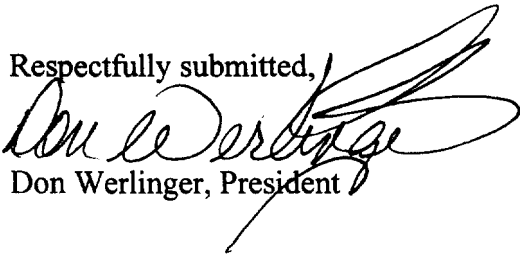
Mr. Caton:

Transmitted herewith are an original and two (2) copies of an amendment to the above cited application by Chameleon Radio Corporation, licensee of Radio Station KFCC at Bay City, Texas.

Please accept the enclosed as an amendment to that application and note that a copy of the amendment as been made a part of the KFCC public inspection file.

Any questions regarding the amendment should be directed to me at the above address.

Respectfully submitted,


Don Werlinger, President

ENGINEERING STATEMENT AMENDMENT TO APPLICATION KFCC (BP-950804AC)

General Statement

This engineering statement was presented in support of an application by Chameleon Radio Corporation (Chameleon), Licensee of Radio Station KFCC at Bay City, Texas. In the instant application cited above, Chameleon seeks to: Change City of License to Missouri City, Texas, increase daytime power to 2.5 kw, and decrease night power to 0.850 kw, U, DA-2.

Facilities

During the week of May 8,1995 through May 12,1995, KFCC (formerly KIOX, 1270 kHz, 1 kw, U, DA-N) operated with a power of 1000 watts non directional under an STA granted May 5,1995. The STA provided for utilization of an 83.6° (180 ft, 54.9 m) antenna with an estimated efficiency of 300 mV/m/km. By letter on May 12,1995, Commission staff reduced KFCC's power to 300 watts and KFCC commenced operations at 300 watts on that date. The field strength reading data contained herein were taken on May 11,1995 while KFCC was operating on 1000 watts with the 300 mV/m efficiency.

Readings, Other Data and Graph

Utilizing Figure: M - 3 in determining conductivity from the present site, the applicant determined that theoretical overlap would occur to station WODT (formerly WQUE)(1280 kHz, 5 kw, U, DA-1) at New Orleans, Louisiana; along bearings between approximately 100° T to 105° T; therefore, field strength readings were initiated to determine actual conductivity from the proposed KFCC daytime site. The results of those readings were incorporated in the amendment and are made a part of the application.

A total of forty eight (48) readings were taken along radial bearing 100° True from the STA site of KFCC. The closest reading was taken at a distance of 0.28 km from the base of the tower (closer readings were taken; however, they were deemed to be inaccurate as a result of the inductive field at the closer distance). Between 0.28 km and 3.10 km, a total of eighteen (18) readings were taken and incorporated as part of the graph (See Exhibit: E - 9, Page: 19 - C) establishing the KFCC inverse field to be approximately 300 mV/m/km as authorized in the May 5,1995 STA. Inasmuch as fewer readings were taken inside 3.0 km then the Commission's rules prescribe, readings outside the 3.0 km distance were utilized to clearly establish and document the inverse field and the propagation of transmission. This process conforms with the Commission's rules. In only one instance, the distance been 42.20 km and 46.00 km were the readings any further apart than 3.5 km. Therefore, the readings meet the Commission's standards.

Prior to commencement of the readings, the Harris SX-1 transmitter used at the KFCC STA site was monitored and adjusted as needed to produce a nominal signal as authorized. The readings were then taken as indicated by a tabulation of those readings (See Exhibit: E - 9, Pages: 19-A and 19-B) which is enclosed. The tabulation includes the exact time of day (in military time) each reading was taken. Weather conditions during the day (May 11, 1995) were nominal with no precipitation, partial cloud cover, and temperatures ranging between 82° F and 90° F.

All readings were taken by Fred Lundgren, III, an associate of Chameleon, using a Vitro model 120-E field strength meter with a current calibration date. Mr. Lundgren is thoroughly familiar with proper use of the meter used, having taken numerous readings with such instrument in the past, those readings having been submitted to the Commission's staff and accepted as part of several applications.

Maps

Included with this amendment are maps (See Exhibit: E - 15, Pages: 1 thru 5) indicating the exact location of each point at which readings were taken on KFCC's STA operation. The particulars of each map are:

Exhibit: E - 15, Page: 1 is a full scale reproduction of a section of USGS 7.5 Minute Series Topographic Map Entitled: "Alief, Tex" upon which the KFCC STA site is properly indicated and the radial bearing 100°T is properly plotted. The exact location of readings points 1 thru 21 are indicated on this map. It should be noted that the publication date of this map is 1982. A significant amount of new construction has occurred in the area since the publication of this map; however, it is the map of its series available and readings on points: 1, 2, 3, 4, and 5 were taken along roadways which now exist but were not in existence at the time this map was published. Those points are; however, properly plotted in this exhibit.

Exhibit: E - 15, Page: 2 is a full scale reproduction of USGS 7.5 Minute Series Topographic Map Entitled: "Bellaire, Tex" upon which the extension of the 100° T radial is properly plotted. Reading points 22, 23, and 24 are plotted on this map. As with the Alief map, the Bellaire map was published in 1982 and much new road construction has occurred since its publication. In an effort to present a map which can be easily verified should any party wish, readings were taken only along roadways clearly indicated along this and all maps herein presented; therefore, no readings are presented along any roadway which isn't clearly indicated on these maps.

Exhibit: E - 15, Pages: 3 and 4 are full scale reproductions of USGS 7.5 Minute Series Topographic Map Entitled: "Almeda, Tex." Radial points 25, 26, 27, and 28 are indicated on Exhibit: E - 15, Page: 3. Radial points 29, 30, 31, 32, 33, 34, and 35 are indicated on Exhibit: E - 15, Page: 4.

Exhibit: E - 15, Page: 5 is a full scale reproduction of USGS 1 x 250,000 Series Map Entitled: "Houston, Texas," along which radial points 36 thru 48 are properly plotted as is the STA transmitter site of KFCC. For convenience, geographic lines are clearly marked on this map.

Resulting Conductivity

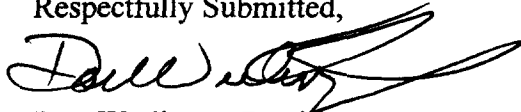
The resulting readings indicate a conductivity of 15 mmHos/m for a distance of 52.70 km along the bearing of 100° T. Using the Commission's standards, the conductivity was utilized in determining distance to contours along radials bearing 95° T, 100° T, 105° T, and 110° T.

Conclusion

In all cases, the readings were taken in areas as clear of man made interference to the signal as possible. The readings were taken by an individual thoroughly knowledgeable in the procedures necessary to acquire accurate readings using an instrument which he believed to produce accurate readings. The applicant believes the readings fairly and accurately reflect the inverse field and the field strength at each point of the operation of the KFCC STA site as authorized on the date the readings were taken. The final reading used in this exhibit was taken at water's edge along Trinity Bay at NASA Road 1 at a distance of 52.70 km from the KFCC antenna. Determination of the field strength from the antenna to a distance of 52.70 should be made using the results of these readings. Determination of field strength beyond that point should be made using Figure M-3 of the Commission's rules using the equivalent distance method for determining field strength at a particular point.

Use of the method as described above will indicate no prohibited overlap will result between the proposed KFCC 2.5 kw day antenna system and the licensed facilities of WODT, New Orleans, Louisiana.

Respectfully Submitted,



Don Werlinger, President

DATE READINGS TAKEN: May 11, 1995

Operator: Fred Lundgren, III
Station: KFCC (STA Site)
Facilities: 1270 kHz, 1.0 kw, ND-D

Point	Time	Kilometers Distance	MV/M Reading
1	0934	00.280	920.0
2	0942	00.450	660.0
3	0944	00.710	375.0
4	0947	00.920	335.0
5	0955	01.150	228.0
6	0958	01.200	195.0
7	1005	01.400	162.0
8	1009	01.720	129.0
9	1012	01.950	118.0
10	1014	02.050	110.0
11	1017	02.100	98.0
12	1021	02.200	105.0
13	1025	02.280	96.0
14	1028	02.310	97.0
15	1031	02.480	90.0
16	1034	02.530	88.0
17	1040	02.650	84.0
18	1044	03.100	73.0
19	1049	03.450	80.0
20	1051	03.530	68.0
21	1055	03.690	63.0
22	1059	03.950	60.0
23	1106	04.500	53.0
24	1112	07.350	31.0
25	1116	07.850	23.0
26	1121	08.410	27.0
27	1127	08.800	28.0
28	1140	09.600	24.0
29	1144	10.320	19.5
30	1148	10.650	17.3
31	1155	11.850	14.4
32	1159	13.000	13.8
33	1204	13.800	12.3
34	1208	14.600	10.8
35	1215	15.450	11.1
36	1220	16.100	13.9
37	1226	18.000	8.8
38	1232	22.000	7.7

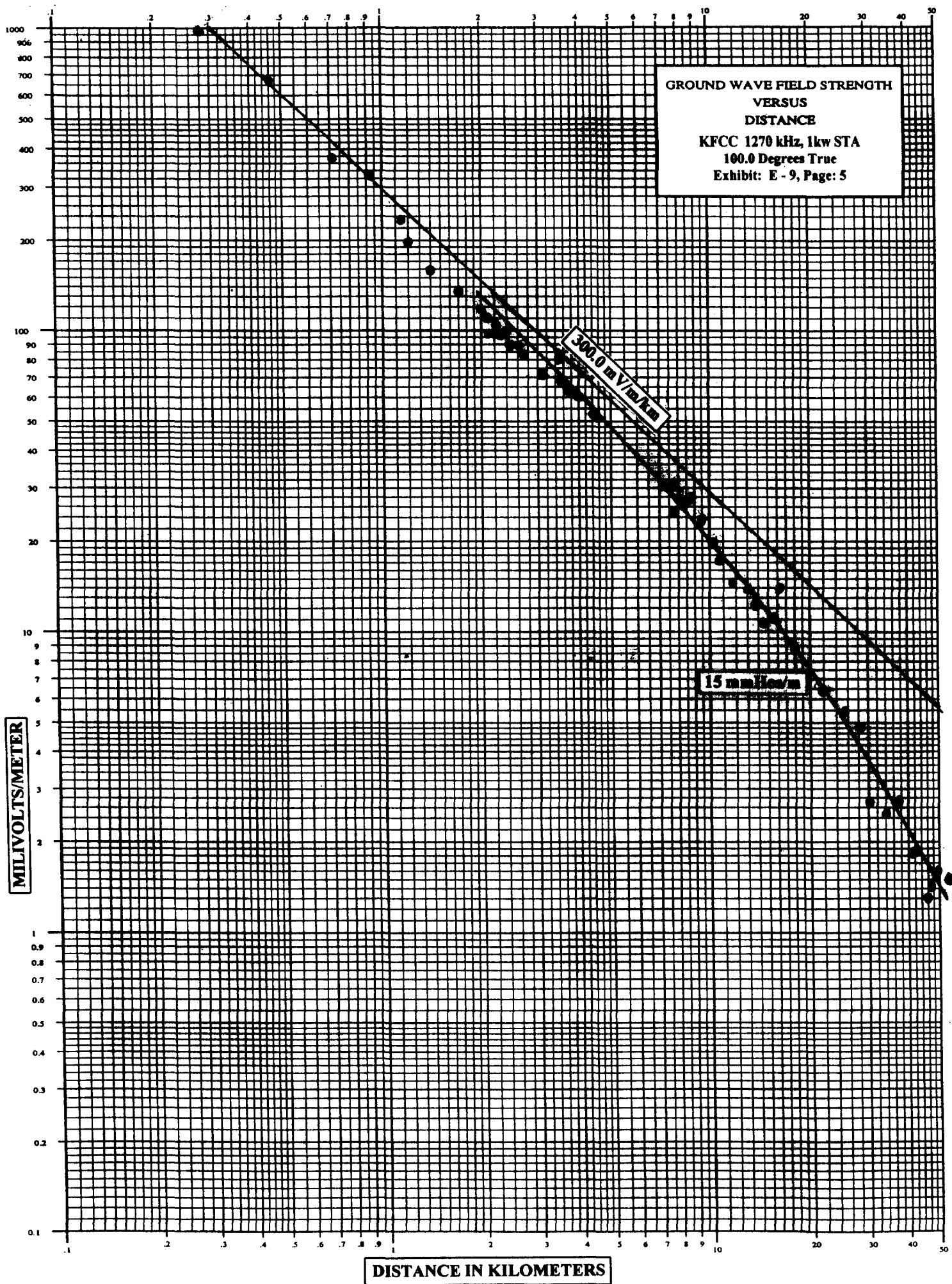
CHAMELEON RADIO CORPORATION
LICENSEE: RADIO STATION KFCC
BAY CITY, TEXAS 1270 kHz
1 KW, U, DA-N
SEEKS: CHANGE CITY OF LICENSE
TO MISSOURI CITY, TEXAS
1270 kHz, 2.5 KW-D, .850 KW-N, U, DA-2
EXHIBIT: E - 9, Page: 4 A
19 - A

DATE READINGS TAKEN: May 11,1995

Operator: Fred Lundgren, III
Station: KFCC (STA Site)
Facilities: 1270 kHz, 1.0 kw, ND-D

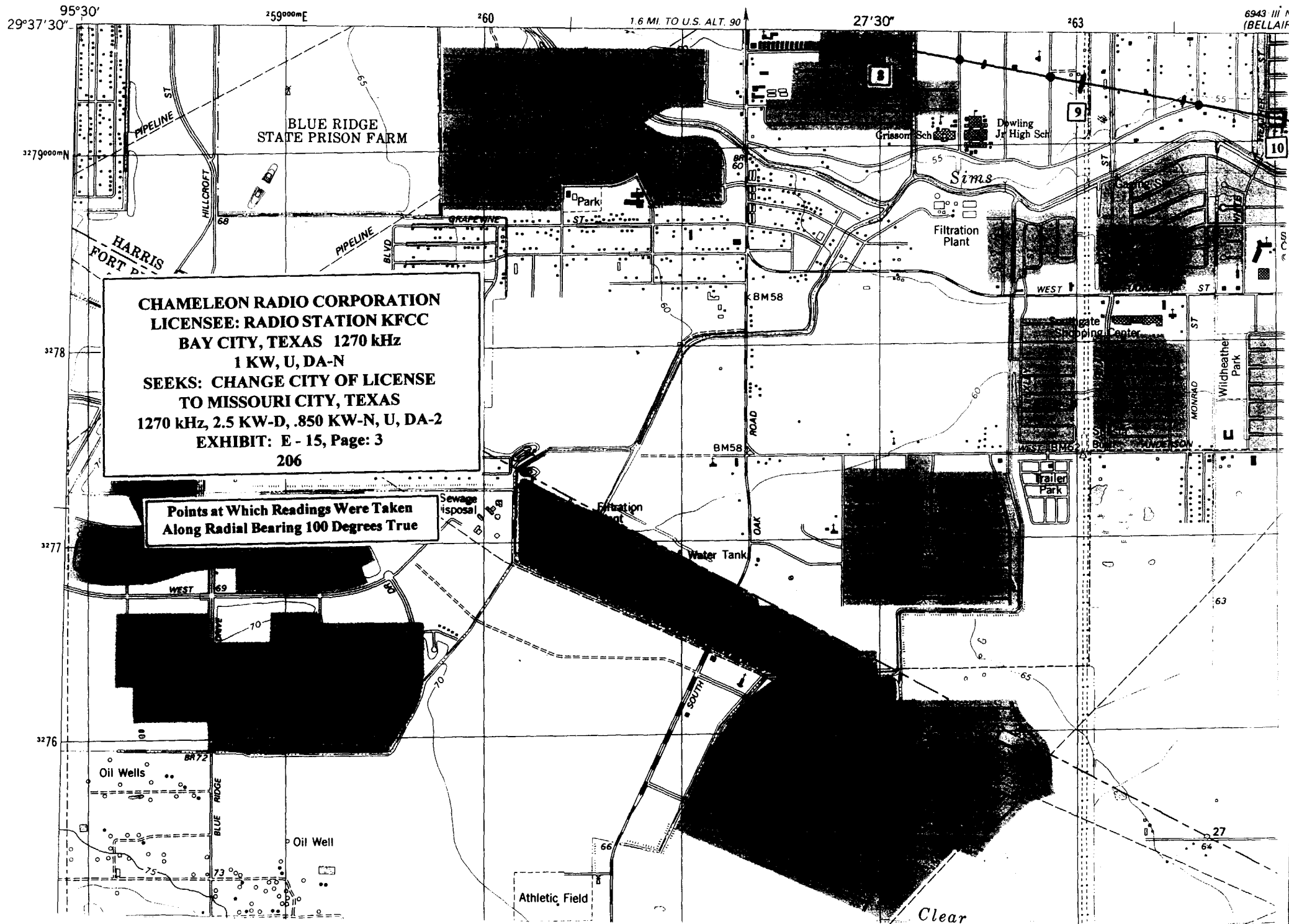
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BAY CITY, TEXAS 1270 kHz
1 KW, U, DA-N
SEEKS: CHANGE CITY OF LICENSE
TO MISSOURI CITY, TEXAS
1270 kHz, 2.5 KW-D, .850 KW-N, U, DA-2
EXHIBIT: E - 9, Page: 4 B
19 - B

<u>Point</u>	<u>Time</u>	<u>Kilometers</u> <u>Distance</u>	<u>MV/M</u> <u>Reading</u>
39	1238	24.500	5.80
40	1245	28.000	4.50
41	1251	31.500	2.80
42	1258	34.500	2.50
43	1414	37.000	2.90
44	1420	42.200	1.85
45	1426	46.000	1.30
46	1434	47.100	1.42
47	1441	49.500	1.60
48	1449	52.700	1.50



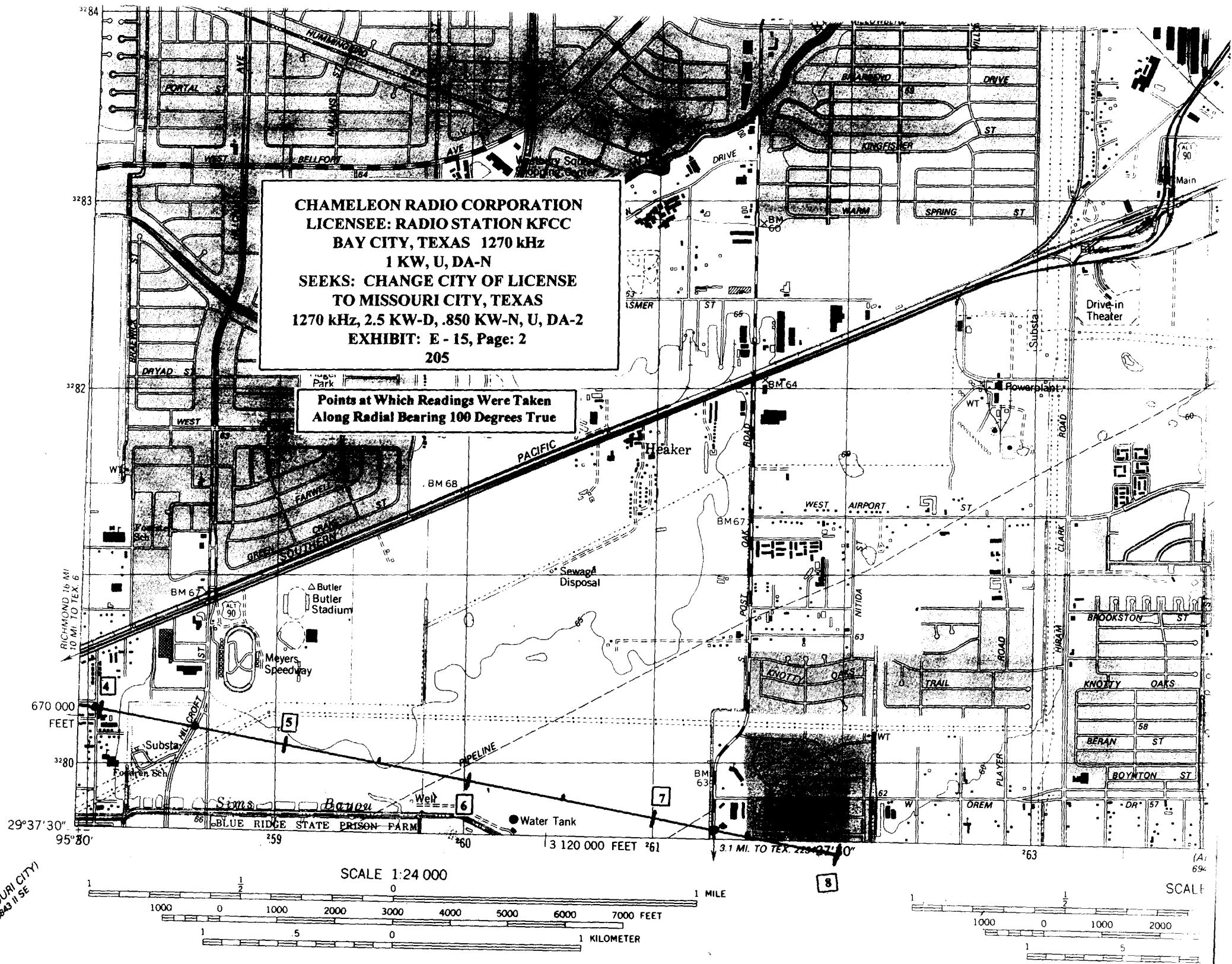
6843 III NE
(ALIEF)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

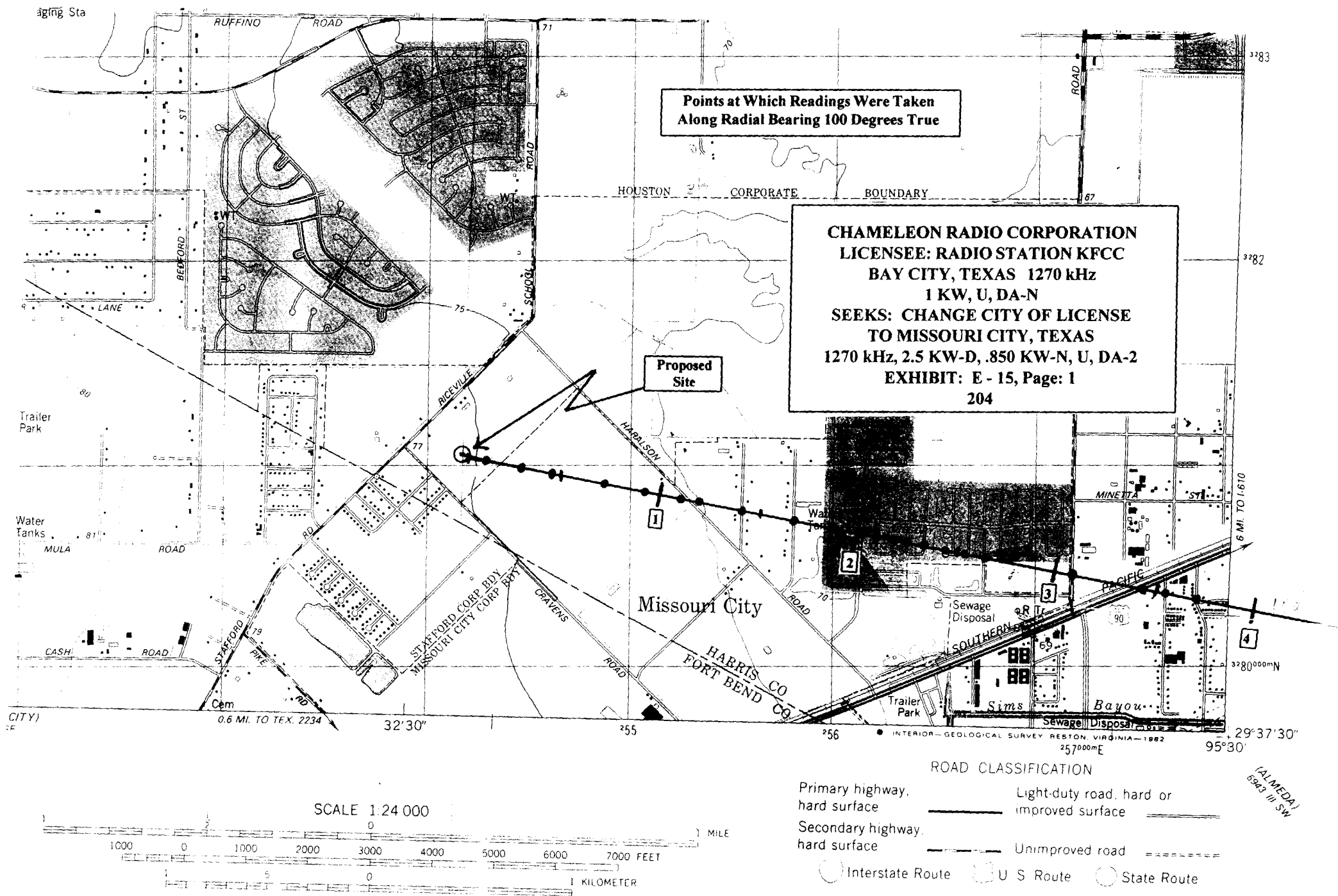


CHAMELEON RADIO CORPORATION
LICENSEE: RADIO STATION KFCC
BAY CITY, TEXAS 1270 kHz
1 KW, U, DA-N
SEEKS: CHANGE CITY OF LICENSE
TO MISSOURI CITY, TEXAS
1270 kHz, 2.5 KW-D, .850 KW-N, U, DA-2
EXHIBIT: E - 15, Page: 2
205

**Points at Which Readings Were Taken
 Along Radial Bearing 100 Degrees True**



(MISSOURI CITY)
 6843 11 SE



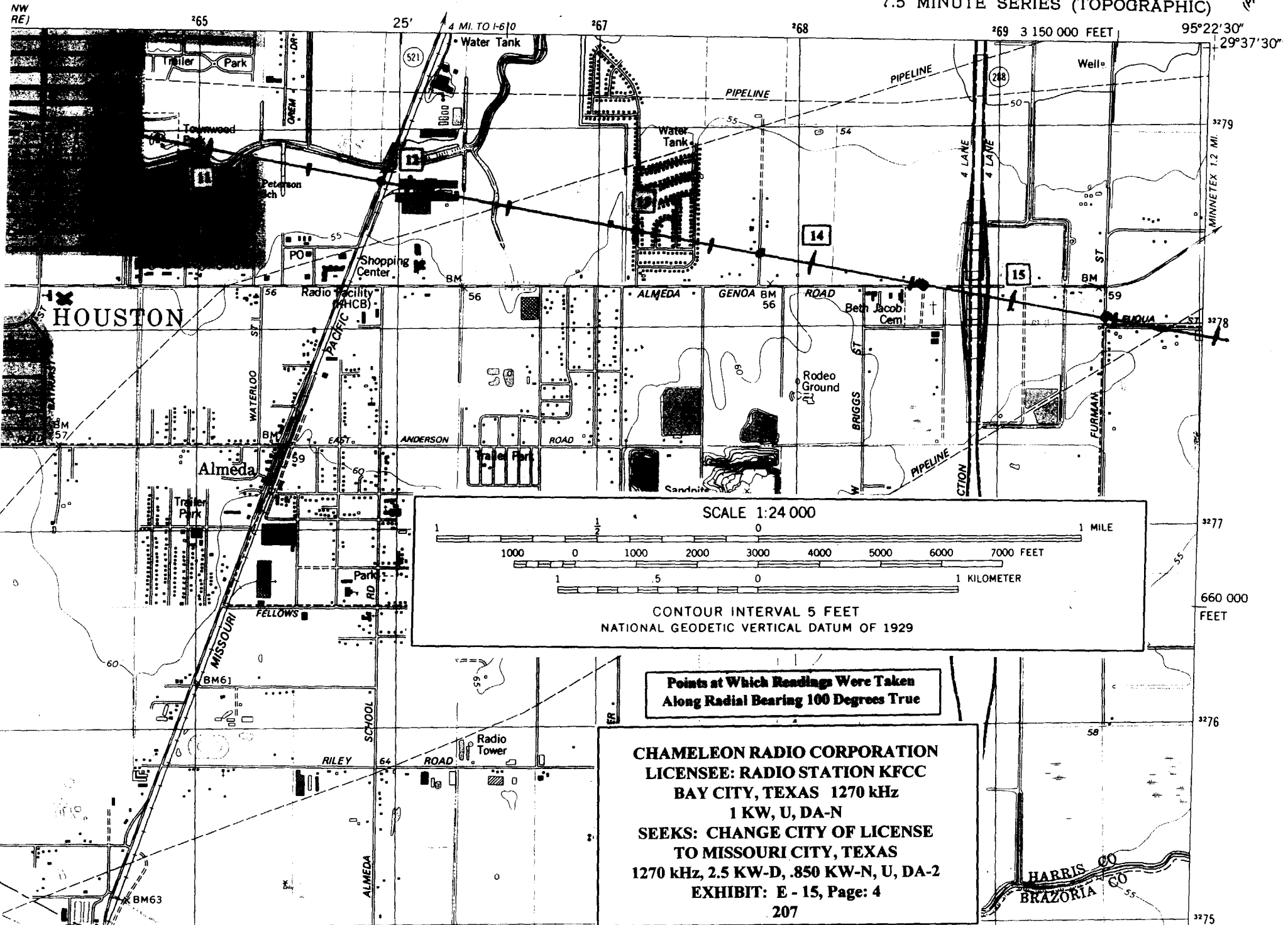
ALIEF, TEX.
 N2937.5-W9530/7.5

1982

DMA 6843 II NE-SERIES V882

ALMEDA QUADRANGLE
TEXAS
7.5 MINUTE SERIES (TOPOGRAPHIC)

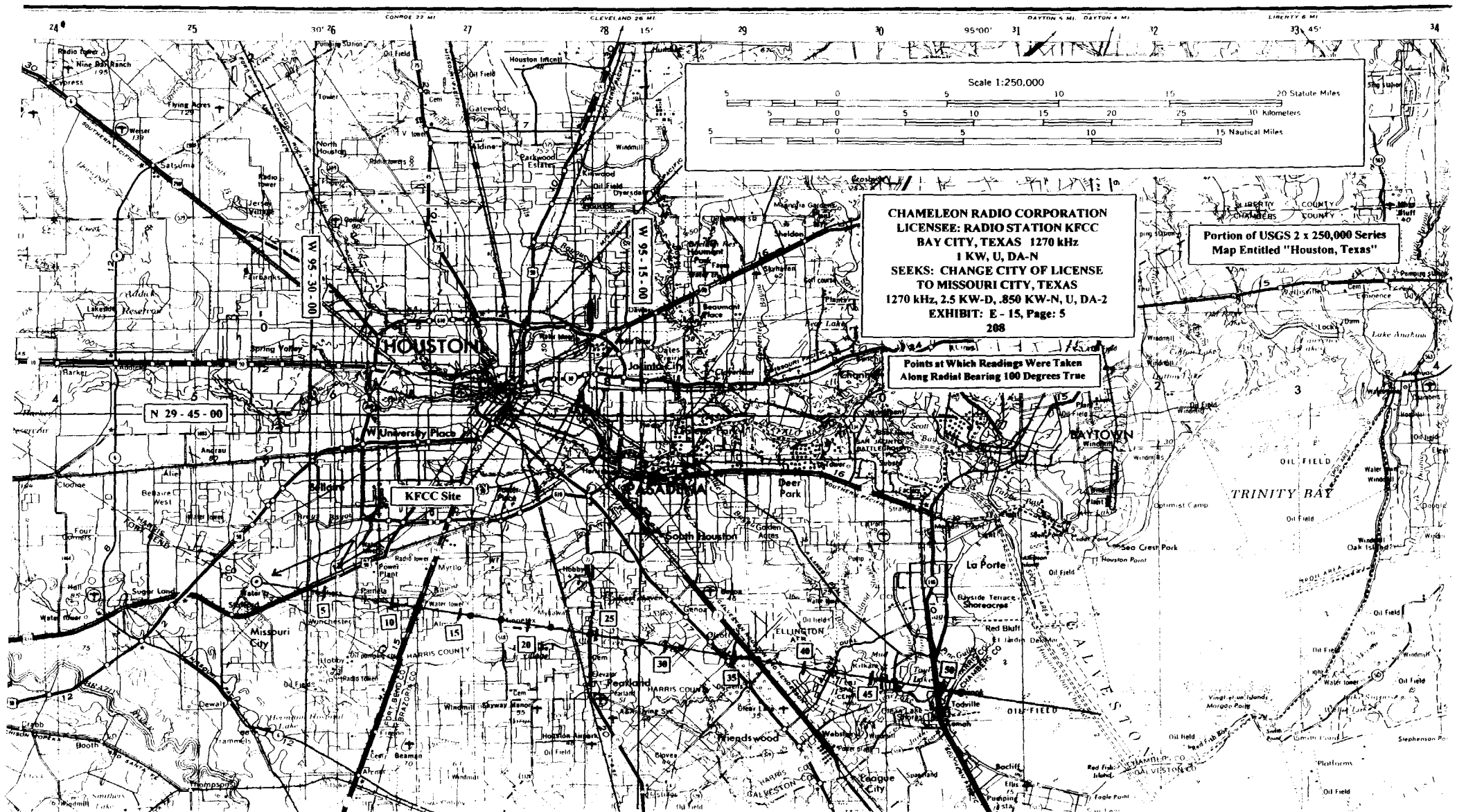
8943 III NE
(PARK PLACE)

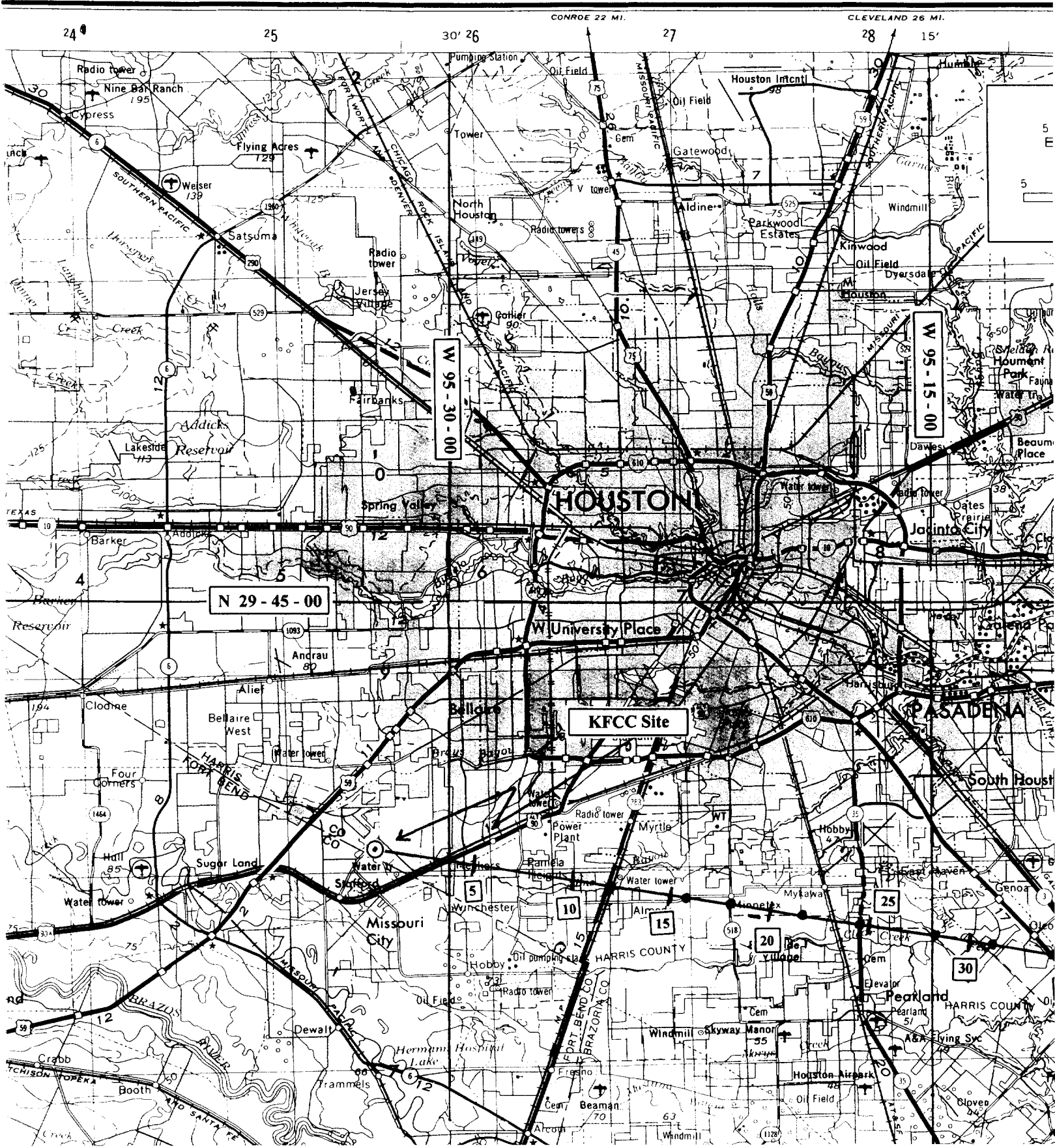


Points at Which Readings Were Taken
Along Radial Bearing 100 Degrees True

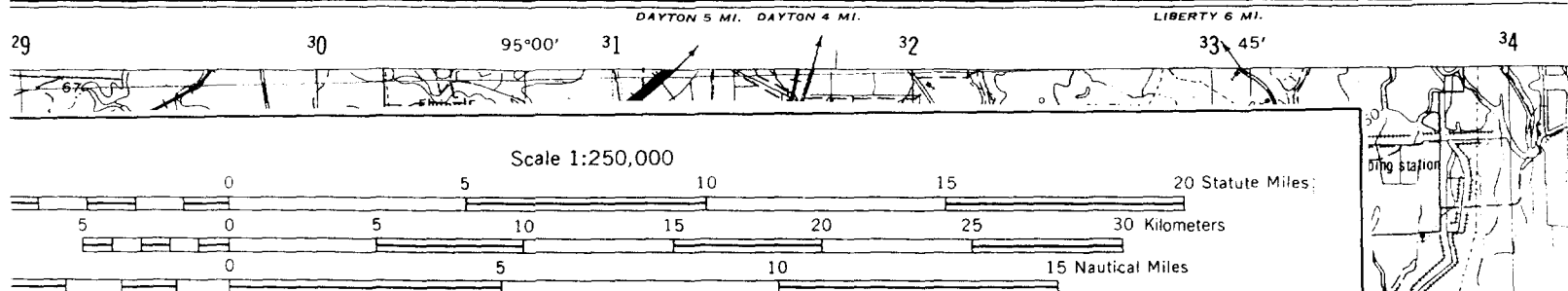
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1270 kHz, 2.5 KW-D, .850 KW-N, U, DA-2
EXHIBIT: E - 15, Page: 4

HOUSTON





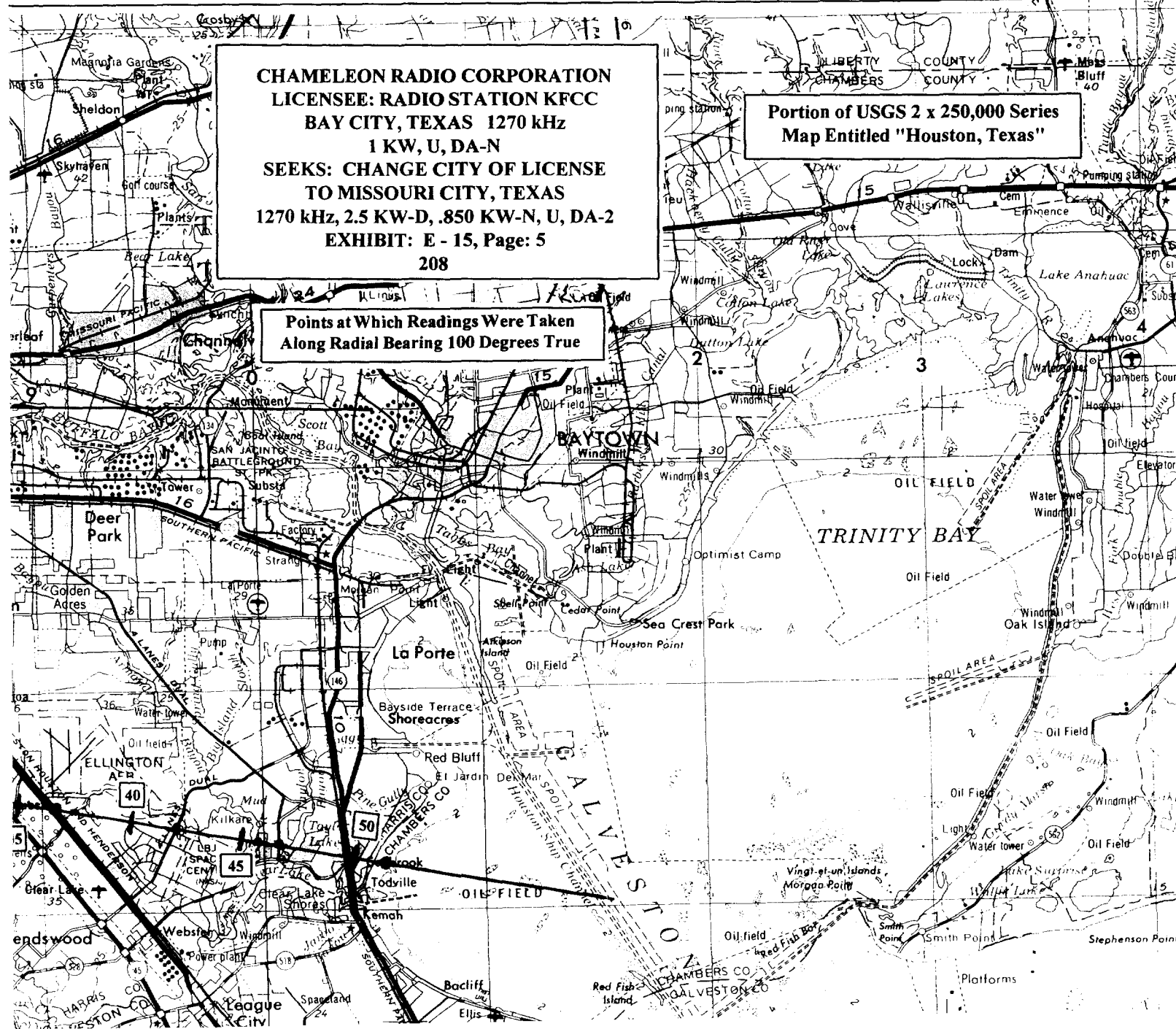
HOUSTON



CHAMELEON RADIO CORPORATION
LICENSEE: RADIO STATION KFCC
BAY CITY, TEXAS 1270 kHz
1 KW, U, DA-N
SEEKS: CHANGE CITY OF LICENSE
TO MISSOURI CITY, TEXAS
1270 kHz, 2.5 KW-D, .850 KW-N, U, DA-2
EXHIBIT: E - 15, Page: 5
208

Points at Which Readings Were Taken
Along Radial Bearing 100 Degrees True

Portion of USGS 2 x 250,000 Series
Map Entitled "Houston, Texas"



AUG-26-95 SAT 09:08 PM

NN 96-173 P. 01/04

KTex 106.1
Country

KWHI 1280
Friendly Country

P. O. Box 1280 • Brenham, Texas 77834-1280 • (409) 836-3655 • FAX (409) 830-8141

Fax Transmission

Date: *Aug. 26, 1995*

To: *Larry D. Eads*
Chief, Audio Services Division
Mass Media Bureau
Federal Communication Commission

Fax #: *202-418-1411*
Phone #:

From: *Mark Whitehead*

Fax #: (409) 830-8141
Phone #: (409) 836 - 3655

Pages including cover page

4

Comments:

NEW 106.1

KWHI 1280

P. O. Box 1280 • Brenham, Texas 77834-1280 • (409) 836-3655 • FAX (409) 830-8141

August 25, 1995

Larry D. Eads, Chief
Audio Services Division
Mass Media Bureau
Federal Communications Commission
1919 M St., NW
Washington, D.C. 20554

Re: STA for KFCC-AM, Bay City, Texas.

Dear Mr. Eads,

I received a copy of Chameleon Radio Corporation's response to the FCC letter of inquiry 1800B3-KDY yesterday from our attorney John McVeigh. John informed me that a copy of the response was never served by Chameleon to him or to James Riley, Counsel to South Texas Broadcasting, as ordered by the FCC. This is not surprising considering that Chameleon has chosen to ignore most other orders from the FCC.

After reviewing the 26 page narrative from Mr. Werlinger, it is clear that he cannot provide a supportive response to questions in the letter of inquiry. He provides no details of how the site in Bay City was "lost" because the fact is that Mr. Werlinger did and continues to have access to the towers in Bay City. He provides no details that no better site exists to serve Bay City because by his own admission he never intended to broadcast to Bay City, "*...it had never been the intention of Chameleon to continually operate from the Bay City site inasmuch as the original plan for KIOX (KFCC) was to relocate the transmitter site north and east of Bay City*". In response to the questions about the tower construction, Mr. Werlinger gives conflicting information: on one page he states "*By Monday, May 1, 1995 the Rohn model 25 tower was in place*," but on another page he states "*Working nonstop, the Chameleon crew had the tower in the air by 8:30 p.m. Saturday May 6...*"

Instead of truthful and straightforward answers to the question in the FCC's letter of inquiry, Mr. Werlinger chose to vilify Salem Broadcasting and to provide a smoke screen of excuses to justify his willful violation of FCC rules and direct orders. Program content and listening audience do not determine whether or not a station has to follow FCC rules and orders.